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SECTION 01090

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SECTION 01090

SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the sponsoring organization, e.g.

UL 1 (1993; Rev thru Jan 1995) Flexible Metal Conduit. However, when the sponsoring organization has not assigned a number to a document, an identifying number has been assigned for convenience, e.g. UL's unnumbered 1995 edition of their Building Materials Directory is identified as UL-01 (1995) Building Materials Directory. The sponsoring organization number (UL 1) can be distinguished from an assigned identifying number (UL-01) by the lack of a dash mark (-) in the sponsoring organization assigned number.

1.2 ORDERING INFORMATION

The addresses of the organizations whose publications are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the sponsoring organization should be ordered from the source by title rather than by number.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

100 Barr Harbor Drive
West Conshohocken, PA 19428-2959
Ph: 610-832-9500
Fax: 610-832-9555
Internet: www.astm.org

NOTE: The annual ASTM Book of Standards (66 Vol) is available for \$3500.00. Prices of individual standards vary.

CODE OF FEDERAL REGULATIONS (CFR)

Order from:
Government Printing Office
Washington, DC 20402
Ph: 202-512-1800
Fax: 202-275-7703
Internet: <http://www.pls.com:8001/his/cfr.html>

CORPS OF ENGINEERS (COE)

Order from:
U.S. Army Engineer Waterways Experiment Station
ATTN: Technical Report Distribution Section, Services

Branch, TIC
3909 Halls Ferry Rd.
Vicksburg, MS 39180-6199
Ph: 601-634-2571
Fax: 601-634-2506

NOTE: COE Handbook for Concrete and Cement (Documents w/prefix CRD-C) (1949-present; 2 Vol) free to Government offices; \$10.00 plus \$8.00 per yr for 4 qtrly supplements to others). Individual documents, single copies free. Order from address above.

ENGINEERING MANUALS (EM)
USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081

FEDERAL SPECIFICATIONS (FS)
Order from:
General Services Administration
Federal Supply Service Bureau
470 L'Enfant Plaza, S.W.
Washington, DC 20407
Ph: 202-619-8925
Fax: 202-619-8978
Internet: <http://pub.fss.gsa.gov/>

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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SECTION 01200

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PART 2 PRODUCTS (NOT APPLICABLE)

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SECTION 01200

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

Code of Federal Regulations (CFR)

CFR 29	Part 1926	Safety and Health Regulations for Construction
CFR 33	Part 80	Colregs Demarcation Lines
CFR 33	Part 156	Oil and Hazardous Material Transfer Operations

CORPS OF ENGINEERS (COE)

EM 385-1-1	(1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual
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U.S. Department of Commerce, (DOC)

DOC PS 1	(1983) Construction and Industrial Plywood
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Federal Specifications (FS)

FS FF-B-575	(Rev C) Bolts, Hexagon and Square
FS FF-N-105	(Rev B; Int Am 4) Nails, Brads, Staples and Spikes: Wire, Cut and Wrought
FS FF-N-836	(Rev D; Am 2) Nut: Square, Hexagon, Cap, Slotted, Castle, Knurled, Welding and Single Ball Seat
FS MM-L-751	(Rev H) Lumber; Softwood
FS TT-E-529	(Rev D) Enamel, Alkyd, Semi-Gloss
FS TT-P-25	(Rev E; Am 2) Primer Coating, Exterior (Undercoat for Wood, Ready-Mixed, White and Tints)

1.2 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-08 Statements

Site Safety Health Plan; GA.

1.3 PROJECT FACILITIES

The Contractor shall construct and/or erect the following project facilities.

1.3.1 Construction Signs

Signs shall be erected as soon as possible and within 10 days after commencement of work under this contract shall include:

Project Sign at location designated by the Contracting Officer.

Warning Signs facing approaching traffic on all haul roads crossing under overhead power transmission lines.

Hard hat signs at locations directed.

A Digging Permit shall be obtained from the Navy Utilities Branch prior to the work.

1.3.2 Bulletin Board at the Contractor's office

A weatherproof bulletin board, approximately 36 inches wide and 30 inches high, with hinged glass door shall be provided adjacent to or mounted on the Contractor's project office. If adjacent to the office, the bulletin board shall be securely mounted on no less than 2 posts. Bulletin board and posts shall be painted or have other approved factory finish. The bulletin board shall be easily accessible at all times and shall contain wage rates, equal opportunity notice, and such other items required to be posted.

1.4 CONSTRUCTION SIGNS

1.4.1 Materials

Lumber shall conform to FS MM-L-751, and shall be seasoned Douglas Fir, S4S, Grade D or better except that posts, braces and spacers shall be construction Grade (WCLB).

Plywood shall conform to NIST PS 1, grade A-C, Group 1, exterior type.

Bolts, Nuts and Nails. Bolts shall conform to FS FF-B-575, nuts shall conform to FS FF-N-836, and nails shall conform to FS FF-N-105.

Paints and Oils. Paints shall conform to FS TT-P-25 for primer and TT-E-529 for finish paint and lettering.

1.4.2 Construction

Project and hard hat signs shall be constructed as detailed in Figures 1, 2, and 3. Decals will be furnished by the Contracting Officer.

Warning Signs shall be constructed of plywood not less than 1/2 inch thick and shall be securely bolted to the supports with the bottom of the sign face 3 feet above the ground. The sign face shall be 2 x 4 feet, all letters shall be 4 inches in height, and the wording shall be: "WARNING: OVERHEAD TRANSMISSION LINES."

Painting. All exposed surfaces and edges of plywood shall be given one coat of linseed oil and be wiped prior to applying primer. All exposed surfaces of signs and supports shall be given one coat of primer and 2 finish coats of white paint. Except as otherwise indicated, lettering on all signs shall be black and sized as indicated.

1.5 CONTRACTING OFFICER'S FACILITY

The Contractor shall provide as a minimum, a separate room in the Contractor's project field office (trailer) for the Contracting Officer's Representative. The room shall be accessed by an outside door (locked) separate from the Contractor's entry door. The room shall not be less than 3 meters wide by 5 meters long, and shall contain a suitable desk and chair as approved by the Contracting Officer, with 2 telephone lines, service, and 1 telephone; 1 file cabinet, minimum 3 drawer, legal, lockable; and access to a copy machine and a facsimile machine.

1.6 MAINTENANCE AND DISPOSAL OF PROJECT FACILITIES

The Contractor shall maintain the project facilities in good condition throughout the life of the project. Upon completion of work under this contract, the facilities covered under this section will remain the property of the Contractor and shall be removed from the site at his expense.

1.7 PUBLIC UTILITIES

1.7.1 General

The approximate location of all railroads, pipe lines, power and communication lines, and other utilities known to exist within the limits of the work are indicated on the drawings. The sizes, locations, and names of owners of such utilities are given from available information, but their accuracy is not guaranteed. Except as otherwise indicated on the drawings, all existing utilities will be left in place and the Contractor shall conduct his operations in such a manner that the utilities will be protected from damage at all times, or arrangements shall be made by the Contractor for their relocation at the Contractor's own expense. The Contractor shall be responsible for any damage to utilities known to exist

and shall reimburse the owners for such damage caused by his operations.

1.7.2 U. S. Navy Submarine Cables

Three (3) non-operational cables are known to exist in the Port Hueneme Channel and their approximate locations are as indicated on the drawings. The existing cables are not shown in their entirety, however, the one (1) white 38 mm dia.) SD non-operational cable runs untrenched along the bottom towards the east jetty and out to sea. The two (2) black SD (13 mm and 38 mm dia.) non-operational cables are buried at depths ranging from 3 to 4.5 meters, running in a line from the red channel buoy #6 to the tip of the east jetty and then out to sea. Additional information, including the most recent position data of the cables is available in the Office of the Navy Ocean Systems Division, POC Russ Hansen, (805) 982-1485. The Contractor shall notify the U.S. Navy with copy provided to the Contracting Officer, in writing, not less than 14 days prior to conducting operations which may affect these cables. The Contractor shall be responsible for repairing any damage to the cables resulting from failure to exercise reasonable care in performing the work.

1.7.3 Utilities Not Shown

If the Contractor encounters, within the construction limits of the entire project, utilities not shown on the plans and not visible as of the date of this contract and if such utilities will interfere with construction operations, he shall immediately notify the Contracting Officer in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are left in place, removed or relocated, as directed by the Contracting Officer, the Contractor shall be entitled to an equitable adjustment for any additional work or delay.

1.7.4 Coordination

The Contractor shall consult and cooperate with the owner of utilities that are to be relocated or removed by others to establish a mutual performance schedule and to enable coordination of such work with the construction work. These consultations shall be held as soon as possible after award of the contract or sufficiently in advance of anticipated interference with construction operations to provide required time for the removal or relocation of affected utilities.

1.7.5 Utilities To be Relocated or Protected

The Contractor shall notify the Contracting Officer, in writing, 14 calendar days prior to starting work on any utility to be relocated or protected. On each relocation, notification shall include dates on which the Contractor plans excavation, by-pass work, removal work and/or installation work, as applicable.

1.7.6 Electric Current

All electric current required by the Contractor shall be furnished at his expense. All temporary lines shall be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner satisfactory to the

Contracting Officer and shall be removed by the Contractor in a like manner at his expense prior to final acceptance of the construction.

1.8 NOTICES

1.8.1 Traffic Routing

The Contractor shall notify the Contracting Officer 14 days in advance of the time work will be started in areas requiring the rerouting of traffic, traffic lane striping, and removal of street signs. The foregoing shall apply to progressive modifications of traffic routing within an area in which work is in progress.

1.8.2 Existing Bench Marks and R/W Markers

The Contractor shall notify the Contracting Officer, in writing, 7 days in advance of the time he proposes to remove any bench mark or right-of-way marker.

1.8.3 United States Coast Guard

The Contractor shall notify the Commander, Eleventh Coast Guard District, and the Coast Guard Marine Safety Office - Long Beach not less than 14 calendar days prior to commencing work. The notifications, via letter or facsimile (with copy provided to the Contracting Officer), shall include as a minimum the following information:

- a. Project description and location including latitude/longitude (NAD 83).
- b. Size and displacement of any floating construction equipment.
- c. Name and radio call signs for working vessels.
- d. 24-hour telephone number for on-site contact and name of project engineer.
- e. Work start and completion dates.
- f. Potential hazards to navigation.

Mail address:

Commander (oan)
Eleventh Coast Guard District
Building 50-6
Coast Guard Island
Alameda, CA 94501-5100
ATTN: Daryl Gibbons
TEL (510) 437-2980 FAX (510) 437-2961

U.S. Coast Guard
Marine Safety Office
165 North Pico Avenue
Long Beach, CA 90802-1096
ATTN: Port Safety and Security
TEL (562) 980-4454 FAX (562) 980-4415

1.8.4 Aids to Navigation

The Contractor shall not remove, relocate, obstruct, willfully damage, make fast to, or interfere with any aids to navigation unless specifically noted as part of this work. The U.S. Coast Guard has authority for moving or relocating aids to navigation. The Contractor shall notify the Eleventh Coast Guard District (address and telephone number above) in writing with a copy to the USCG Marine Safety Office - Long Beach, and the Contracting Officer, not less than 14 calendar days in advance of the time he plans to operate marine equipment adjacent to any aids to navigation which requires relocation or removal.

1.8.5 United States Navy

The Contractor shall notify the United States Navy (with copy provided to the Contracting Officer), Port Operations, 1000 23rd Avenue, Port Hueneme, CA, 93044-4301, 805-982-6929, Attn: Andru Ortiz, prior to the commencement of operation.

1.8.6 Port of Hueneme

The Contractor shall notify the Port of Hueneme (with copy provided to the Contracting Officer), Oxnard Harbor District, 333 Ponomo Street, Port Hueneme, CA, 93044-0608, 805-488-3677, Attn: Pete Wallace, prior to the commencement of operation.

1.9 RESTRICTIONS

1.9.1 Obstruction of Channel

The Government will not undertake to keep the harbor entrance or navigation channels free from vessels or other obstructions. The Contractor will be required to conduct the work in such a manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, temporary buoys, and piles and other marks placed by him under the contract in navigable waters or on shore.

1.9.2 Local Restrictions

The following restrictions apply to the construction operations conducted at the Port Hueneme:

a. No permanent wharf space and/or slip space is provided. Temporary wharf and/or slip space within the Oxnard Harbor District may be available on a space-available basis and is subject to revocation upon limited notice to the Contractor. The use of any wharf and/or slip space within the Oxnard Harbor District Port is subject to Terminal Tariff No. 7.

b. Emergency dock space and/or slip space shall be coordinated as the need arises through the Port of Hueneme, Oxnard Harbor District, 333

Ponoma Street, Port Hueneme, CA, 93044-0608, 805-488-3677, Attn: Pete Wallace.

c. Material(s) transfer operations between the designated work/storage area and the harbor shall be conducted at the U.S. Navy LST Ramp, located between Wharf A and Wharf B. Maximum load capability is H15 highway loading. Current condition of the LST Ramp is poor.

d. Construction operations shall occur between 7 AM and 7 PM Monday through Saturday, 9 AM and 7 PM Sunday.

e. All vehicle traffic to the U.S. Navy base shall enter through the Victoria gate. Haul route shall be West Road to Pleasant Valley Channel Road to Track No. 13 Road to the harbor.

f. All Contractor employee private vehicles shall park within the designated work/storage area.

g. While on the U.S. Navy Base, all Contractor personnel are required to obtain a security pass and identification available at Building PH11.

1.10 OVERSIZE LOADS

Oversize loads, over 8'6" wide, may require a Caltrans permit for hauling on State highways. P.O.C. Caltrans, Transportation Permits, P.O. Box 231, 247 W. Third Street, San Bernardino, CA, (909) 383-4637.

1.11 MARINE PLANT

1.11.1 Marine Plant and Equipment.

All marine plant and equipment shall be inspected and certified as required under the regulation of the United States Coast Guard before being placed in service. No marine plant or equipment requiring Coast Guard inspection shall be put into use or on the job without the required certification issued by the U.S. Coast Guard Officer in Charge of Marine Inspections.

All marine construction equipment shall monitor appropriate VHF marine safety radio channels.

The Contractor's operations shall conform to the U.S. Coast Guard publication "Navigation Rules, International-Inland, INST M16672.28", latest edition.

Fuel transfer operations shall conform to U.S. Coast Guard design regulations (33 CFR 156.120).

1.11.2 Floating Plant Inspection

The Contracting Officer shall perform a detailed inspection of the Contractor's floating plant. The Contracting Officer, prior to the start of placement operations, shall complete a Marine Equipment Inspection checklist. The Contractor may be required to modify or repair portions of his floating plant that do not meet minimum standards as identified in the

checklist before the floating plant will be allowed to operate at the site.

Any delays caused by the required modifications or repairs will not be cause for an extension in the time specified for completion of the contract. A sample checklist is attached at the end of this section.

1.12 PUBLIC SAFETY

Attention is invited to the Contract Clause: PERMITS AND RESPONSIBILITIES. The Contractor shall provide temporary fencing, barricades, and/or guards, as required, to provide protection in the interest of public safety. Whenever the Contractor's operations create a condition hazardous to the public, he shall furnish at his own expense and without cost to the Government, such flag men and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered and he shall furnish, erect, or maintain such fences, barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. Flag men and guards, while on duty and assigned to give warning and safety devices shall conform to applicable city, county, and state requirements. Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the Contracting Officer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the Government. Should the Contracting Officer point out the inadequacy of warning and protective measures, such action of the Contracting Officer shall not relieve the Contractor from any responsibility for public safety or abrogate his obligation to furnish and pay for those devices. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility.

1.13 OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) STANDARDS

The OCCUPATIONAL SAFETY and HEALTH ACT (OSHA) STANDARDS for CONSTRUCTION (Title 29, Code of Federal Regulations Part 1926 as revised from time to time) and the Corps of Engineers General Safety and Health Requirements Manual, EM 385-1-1, are both applicable to this contract. The most stringent requirement of the two standards will be applicable. Pursuant to EM 381-1-1, the Contractor shall submit a Site Safety Health Plan.

1.14 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the U.S. Coast Guard, governing lights and day signal to be displayed by towing vessels with tows, on which no signals can be displayed, vessels working on jetties, submarine or bank protection operations, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army (33 C.F.R. 201.1-201.16) and the Commandant U.S. Coast Guard (33 C.F.R. 80.18-80.31a and 33 C.F.R. 95.51-95.70).

1.15 RADIO COMMUNICATION

To facilitate and insure the safe passage of vessels in the channel, the Contractor shall provide, operate and maintain on his plant, radio facilities capable of voice communication with vessels using the channel. Station licensing and frequency authorizations shall be the responsibility of the Contractor.

1.16 INSPECTION

Reference is made to the contract clause entitled: INSPECTION OF CONSTRUCTION. In addition, the Contractor will be required:

- a. To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the plant as may be reasonably necessary in inspecting and supervising the work.
- b. To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and to and from the work areas. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.
- c. To allow, upon the request of the Contracting Officer's Representative, authorized representatives of the California Regional Water Quality Control Board and the South Coast Air Quality Management District to: enter upon the Contractor's premises where a regulated facility or activity is located or conducted, or where records are kept; have access to and copy, at reasonable times, any records that must be kept per agency requirements; inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated by these agencies; and sample or monitor at reasonable times any substances or parameters at any location for the purpose of assuring compliance with agency regulations.

1.17 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled: DEFAULT (FIXED PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and

without the fault or negligence of the Contractor.

The following schedule of monthly anticipated adverse weather delays is based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS
Work Days Based on Five (5) Day Work Week

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
5	4	3	1	0	0	0	0	0	0	1	3

Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated, the Contracting Officer will convert any qualifying days to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause entitled: DEFAULT (FIXED PRICE CONSTRUCTION).

1.18 AS-BUILT DRAWINGS

1.18.1 General

The Contractor shall prepare and furnish the as-built drawings for the project. The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings and a record of all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, all additional work not appearing on the contract drawings, and all changes which are made after final inspection of the contract work. In event the Contractor accomplishes additional work which changes the as-built conditions of the facility after submission of the as-built drawings, the Contractor shall furnish revised and/or additional drawings as required to depict as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings included in the original submission. The drawings shall show the following information, but not be limited thereto:

(1) The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.

(2) The location and dimensions of any changes to structures.

(3) Correct grade or alignment of roads, channels, structures or utilities if any changes were made from contract plans.

(4) Correct elevations if changes were made in site grading.

(5) Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, dimensions of equipment foundations, etc.

(6) All changes or modifications which result from the final inspection.

1.18.2 Preliminary As-Built Drawings

The Contractor shall maintain one (1) set of full size, blue-line prints marked up in red to show as-built conditions. This set of as-built prints shall be kept current and available at the job site at all times. All changes from what is shown on the contract plans, whether it be from changes requested by the Contracting Officer or resulting from additional information which might be uncovered in the course of construction, shall be accurately and neatly recorded as they occur by means of details and notes. The marked-up as-built prints will be jointly inspected for accuracy and completeness by the Contracting Officer and Contractor prior to submission of each monthly pay estimate. Information to be included on these preliminary drawings shall conform to the requirements as stated above. Any and all as-built modifications shall be reflected on all sheets affected by the modifications.

1.18.3 Review Submittal

Not later than 14 calendar days after acceptance of the project by the Government, the Contractor shall deliver to the Contracting Officer one (1) full size set of blue-line drawings marked up to depict the as-built conditions. If upon review, the drawings are found to contain errors and/or omissions, they shall be returned to the Contractor for corrections.

1.18.4 Computer Drawing Files (CADD)

The Contractor shall develop the final computer file as-built drawings from the approved preliminary drawings. The computer files shall be delivered in MicroStation 95 format, a Computer Aided Design and Drafting (CADD) program. Drawings shall be prepared in general accordance with the Los Angeles District manual "Standards for Drafting" and the "Standards Manual for U.S. Army Corps of Engineers Computer-Aided Design and Drafting (CADD) Systems."

1.18.5 Original Contract CADD Files.

The Government will provide all the computerized drawing files, along with a listing and description of the file contents, used to produce plans to

advertise this contract. The Contractor shall be responsible for downloading the computer files via the method described below.

1.18.6 Receiving Data via the Corps' File Server.

A formal request for the project files shall be submitted two (2) weeks in advance of the anticipated downloading. The project files, in MicroStation (CADD) binary format, will then be stored on the file server for a period of two (2) weeks for the Contractor to retrieve via modem. The Contractor will be provided all relevant information regarding access to the server via modem or Internet address.

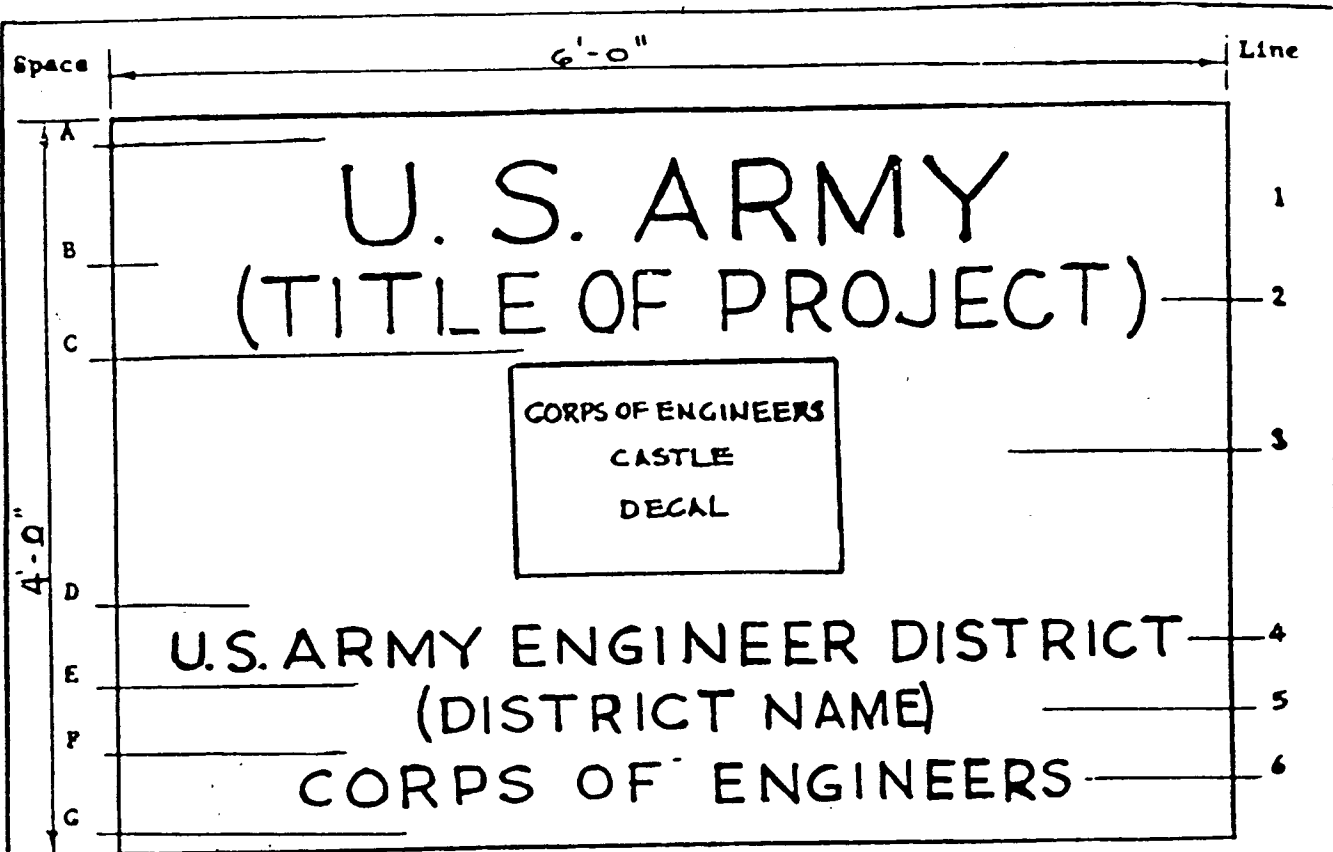
1.18.7 Delivery

Prior to finalizing the plans, two sets of drawings shall initially be provided to the Contracting Officer for review and approval. The Contracting Officer shall complete his or her review within ten (10) working days. Upon final approval, the Contractor shall furnish two (2) full size sets and two (2) half size sets of the final as-built plans on reproducible mylars, and the computerized project files in MicroStation format. All project files, whether revised or not, shall be provided to the Contracting Officer.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --



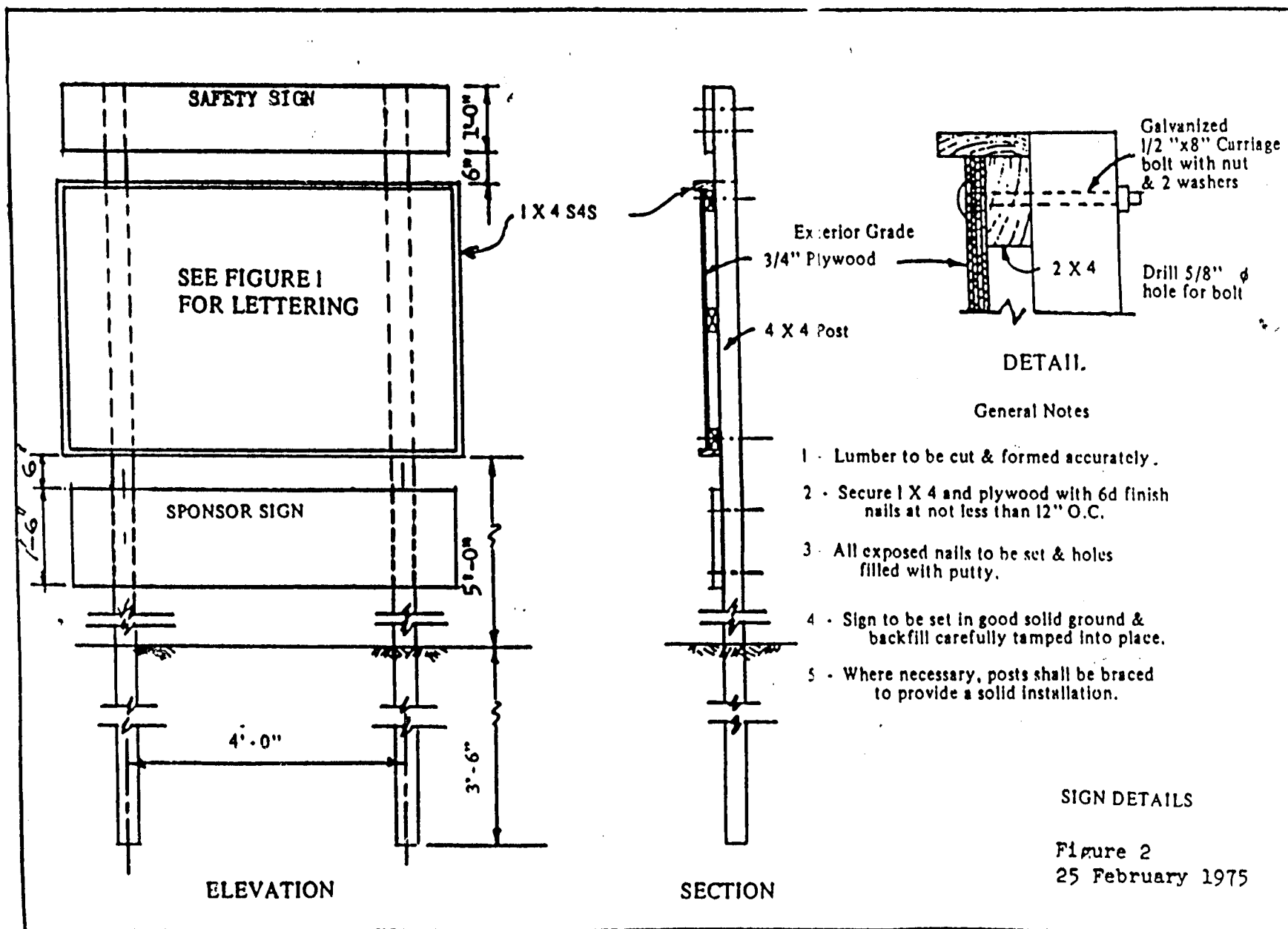
SCHEDULE

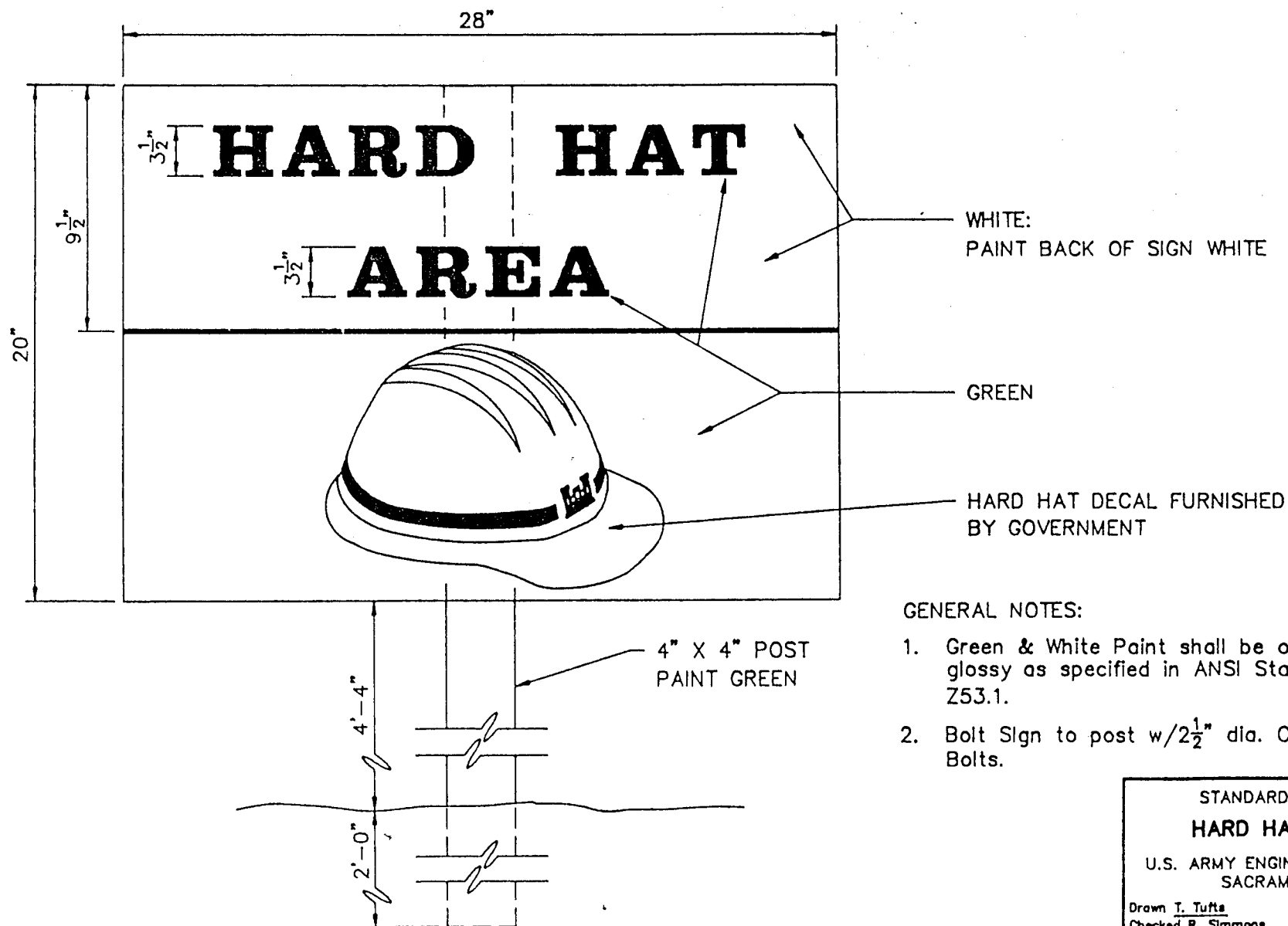
<u>Space</u>	<u>Height</u>	<u>Line</u>	<u>Description</u>	<u>Letter Height</u>	<u>Stroke</u>
A	3"	1	U. S. ARMY	5 1/2"	7/8"
B	2"	2	PROJECT NOMENCLATURE	4"	5/8"
C	2"	3	CORPS OF ENGINEERS CASTLE (DECAL)	1 1/4"	--
D	3"	4	U. S. ARMY ENGINEER DISTRICT	2 3/4"	3/8"
E	2"	5	DISTRICT NAME	2 1/4"	1/4"
F	2"	6	CORPS OF ENGINEERS	2 1/2"	3/8"
G	3"				

Lettering Color -- Black

PROJECT SIGN
(Army-Civil Works)

Figure 1
14 August 1972





STANDARD DETAIL

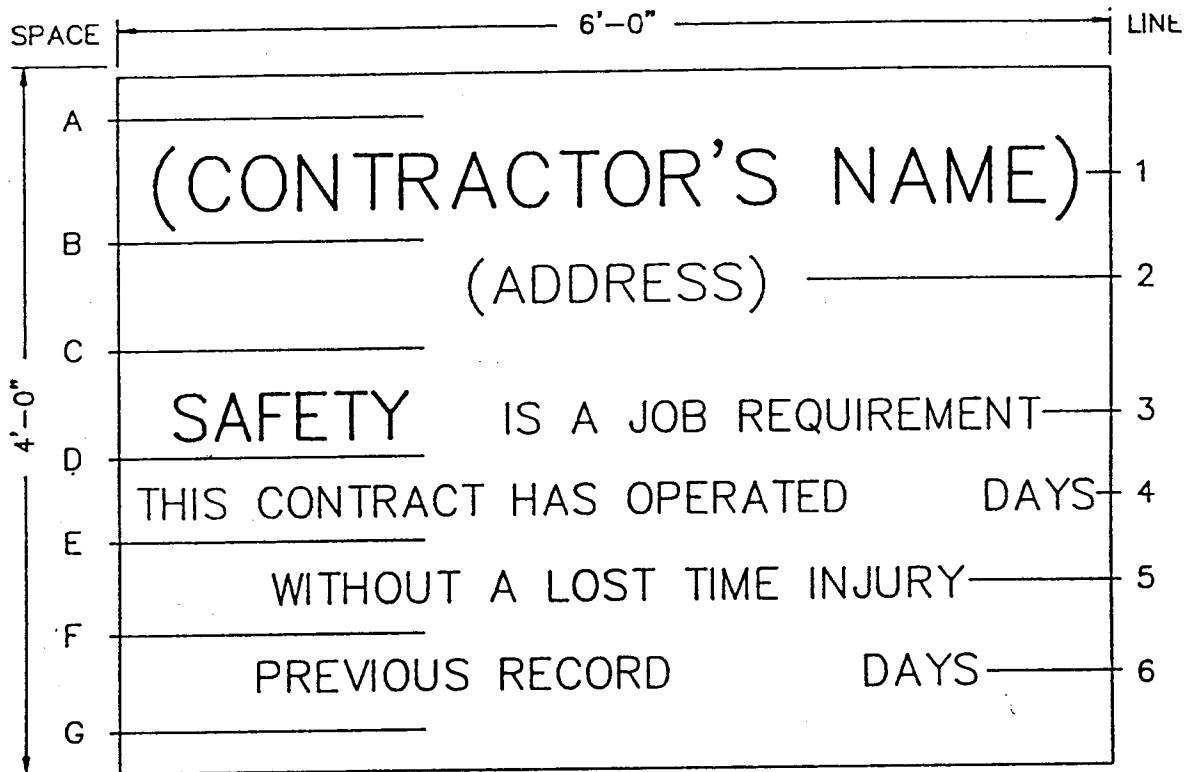
HARD HAT SIGNU.S. ARMY ENGINEER DISTRICT
SACRAMENTODrawn T. Tufts

Not to Scale

Checked R. Simmons

NOV. 1987

File No. 80-25-774



SCHEDULE

<u>SPACE</u>	<u>HEIGHT</u>	<u>LINE</u>	<u>DISCRIPTION</u>	<u>LETTER HEIGHT</u>
A	5"	1	CONTRACTOR'S NAME	5"
B	3"	2	ADDRESS	3"
C	6"	3	SAFETY IS A JOB REQUIREMENT	4 1/2" & 3"
D	3"	4	ALL LETTERING	3"
E	3"	5	ALL LETTERING	3"
F	3"	6	ALL LETTERING	3"
G	5"			

NOTE:

LETTERING SHALL BE BLACK No. 27038, FEDERAL STANDARD 595.
SIGN SHALL BE INSTALLED IN THE SAME MANNER
AS THE PROJECT SIGN.

STANDARD DETAIL

SAFETY SIGN

U S ARMY ENGINEER DISTRICT
SACRAMENTO

Drawn T. Tufts

Not to Scale

Checked R. Simmons

NOV. 1987

File number 80-25-707

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SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Weight Certificates; FIO.

1.2 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.2.1 Access for Construction

1.2.1.1 Payment

Payment will be made for all costs associated with access for construction.

Included (but not limited to) are items such as access road construction, access road maintenance, access road removal, excavation performed for water-based access needs, disposal of any material excavated for access, installation and removal of fences and gates for Contractor work areas, location and protection of existing utilities, repair to any facilities damaged, and obtaining and complying with all permits (local, state, Federal).

1.2.1.2 Unit of Measure

Unit of measure: job.

1.2.2 Reset Existing Capstone

1.2.2.1 Payment

Payment will be made for costs associated with removal and resetting of existing capstone as defined in the plans, up to and including removal of the stone, temporary storage of the stone, lifting and placement of the stone, and moving and resetting adjacent stone armor units as necessary for interlocking, complete in place.

1.2.2.2 Unit of Measure

Unit of measure: job.

1.2.3 Navigation Aid

1.2.3.1 Payment

Payment will be made for all costs for providing a reinforced concrete mat foundation including forming, placing, and finishing; removal and installation of the steel pipe pile and the platform assembly; and incidentals necessary to complete the work.

1.2.3.2 Unit of Measure

Unit of measure: job.

1.3 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, submittals, and for performing all work required for each of the unit price items.

1.3.1 A-11 Armor Stone

1.3.1.1 Payment

Payment will be made for costs associated with furnishing, transporting, stockpiling (if applicable), placing and constructing the stone protection as specified.

1.3.1.2 Measurement

A-11 armor stone of the varying types and sizes within the limits indicated will be measured for payment by the metric ton (1000 kilograms). The tonnage will be determined either by scale weights or weights calculated by the displacement method. The whole sum will be rounded to the nearest whole ton.

If scale weights are used, the stone will be measured for payment by being weighed on approved scales before being placed in the work. Quarry weights will not be accepted. Scales shall be of sufficient length to permit

simultaneous weighing all axle loads and shall be inspected, tested and sealed as directed to assure accuracy within 0.5 percent throughout the range of the scales. Scales shall be checked and certified by an inspector of the State Inspection Bureau charged with scales inspection within the State of California. Scales will be checked and certified before stone hauling and rechecked and recertified whenever a variance is suspected. The Contractor shall furnish the scales. If commercial scales are readily available in close proximity (15 kilometers) of the work site, the Contracting Officer may approve the use of the scales. The stone shall be weighed in the presence of the Contracting Officer's representative. The Contracting Officer may elect to accept certified weight certificates furnished by a public weighmaster in lieu of scale weights at the work site. Where scales are found to be defective or questionable, stone deliveries shall immediately cease and shall not resume until approved scales are available.

Stone delivered by floating barge may have its weight calculated by the displacement method. In the displacement method, one cubic meter of displacement will be defined as 1025.18 kilograms. All facilities for verifying displacement and for determining the relation between draft tonnage, between depth of water in holds and bilges, and net stone tonnage shall be placed on barges by and at the expense of the Contractor. All barges shall be loaded to approximate level displacement. All barges shall be plainly numbered. Where the bottom of load compartments is below the draft of the loaded barge, stone in water will be defined as occupying 60 percent of any water in the compartment with a buoyancy of 1,025.18 kilograms per cubic meter. Displacement weight for each barge shall be obtained prior to loading, subsequent to loading, and on arrival at the construction site.

1.3.1.3 Unit of Measure

Unit of measure: metric ton.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

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-- End of Section Table of Contents --

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers as follows:

SD-01 Data

SD-08 Statements

SD-09 Reports

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this section is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. Columns "d" through "r" have been completed by the Government; the Contractor shall complete columns "a" and "s" through "u" and submit the forms to the Contracting Officer for approval within 10 calendar days after Notice to Proceed. The Contractor shall keep these forms up-to-date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 7 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

Submittals shall be made to:

Los Angeles Project Office
P.O. Box 3157
Ontario, CA 91761-0916
Attn: Lori Satrom
Tel (909) 981-5571
Fax (909) 981-5649

3.5.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four copies of the submittal will be retained by the Contracting Officer and two copies of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

<p>CONTRACTOR</p> <p>(Firm Name)</p> <p>_____ Approved</p> <p>_____ Approved with corrections as noted on submittal data and/or attached sheets(s).</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>
--

-- End of Section --

SUBMITTAL REGISTER

(ER 415 1-10)

CONTRACT NO.
DACW09-00-B-0008

TITLE AND LOCATION

CONTRACTOR

SPECIFICATION SECTION

East and West Jetty Repairs

01200

[illegible]

(ER 415 1-10)

SPECIFICATION SECTION
01270

East and West Jetty Repairs

ACTIVITY NO.	TRANSMITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL				CLASSIFICATION	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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SUBMITTAL REGISTER

CONTRACT NO.
DACW09-00-B-0008

TITLE AND LOCATION

CONTRACTOR

SPECIFICATION SECTION

East and West Jetty Repairs

02001

[illegible]

SUBMITTAL REGISTER

CONTRACT NO.
DACW09-00-B-0008

TITLE AND LOCATION

CONTRACTOR

SPECIFICATION SECTION

East and West Jetty Repairs

02442

[illegible]

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <small>(Read instructions on the reverse side prior to initiating this form)</small>						DATE		TRANSMITTAL NO.				
SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS <i>(This section will be initiated by the contractor)</i>												
TO			FROM			CONTRACT NO.		CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____				
SPECIFICATION SEC. NO. (Cover only one section with each transmittal)						PROJECT TITLE AND LOCATION						
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED <small>(Type size, model number/etc.)</small>			MFG. OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <small>(See instruction no. 8)</small>		NO. OF COPIES		CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE	VARIATION <small>(See Instruction No. 8)</small>	FOR CE USE CODE
a	b			c		d		SPEC. PARA. NO. e DRAWING SHEET NO. f				
REMARKS						I certify that the above submitted items have been reviewed in detail and are correct and instruct conformance with the contract drawings and specifications except as otherwise stated. <div style="text-align: right; margin-top: 20px;"> _____ NAME AND SIGNATURE OF CONTRACTOR </div>						
SECTION II - APPROVAL ACTION												
ENCLOSURES RETURNED (List by Item No.)						NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY				DATE		

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No." This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box, on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288 for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation " column when a submittal is not in accordance with the plans and specifications..also, a written statement to that effect shall be included in the space provided for "Remarks."
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A -	Approved as submitted.	E -	Disapproved (See attached).
B -	Approved, except as noted on drawings.	F -	Receipt acknowledged.
C -	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX -	Receipt acknowledged, does not comply As noted with contract requirements
D -	Will be returned by separate correspondence.	G -	Other (Specify)

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

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SECTION 01354

ENVIRONMENTAL PROTECTION FOR CIVIL WORKS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261	Identification and Listing of Hazardous Waste
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ENGINEERING MANUALS (EM)

EM 385-1-1	(1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual
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1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

1.3 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-08 Statements

Environmental Protection Plan; GA.

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall provide environmental

protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

1.4.1 Protection of Features

This section supplements the Contract Clause: PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause whether or not they are specifically identified on the drawings as environmental features requiring protection. The Contractor shall protect those environmental features, indicated specially on the drawings, in spite of interference which their preservation may cause to the Contractor's work under the contract.

1.4.2 Permits

This section supplements the Contractor's responsibility under the Contract Clause: PERMITS AND RESPONSIBILITIES. The Government has not obtained any environmental permits for this project. The Contractor shall comply with all environmental commitments made by the Government and incorporated into these specifications. The Contractor is responsible for obtaining any necessary permits or licenses including but not limited to:

Air Quality - Permit to Operate. The Contractor is required to obtain or have in possession appropriate Permits to Operate from the California Air resources Board (CARB) or Ventura County Air Pollution Control District (VCAPCD) for all applicable equipment prior to commencement of work and to pay all associated fees,

California Department of Transportation (CalTrans). Over-sized or over-weight loads hauled on state highways require a transportation permit from CalTrans. County or local permits may also be required. The Contractor is responsible for obtaining any such permits.

1.4.3 Special Environmental Requirements

The Contractor shall comply with the special environmental requirements, if any, included hereinafter. These special environmental requirements are an outgrowth of environmental commitments made by the Government during the project development.

1.4.4 Environmental Assessment of Contract Deviations

The Contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, scheduling delays, unauthorized activities in designated "no-work" areas, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact that will

require extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.5 ENVIRONMENTAL PROTECTION PLAN

Within 7 seven calendar days of Notice of Award, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. The Government will consider an interim plan for the first 21 days of operations. However, the Contractor shall furnish an acceptable final plan not later than 21 calendar days after receipt of the Notice to Proceed. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site shall begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The environmental protection plan shall include, but not be limited to, the following:

1.5.1 Laws, Regulations, and Permits

The Contractor shall provide as part of the Environmental Protection Plan a list of all Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control, and abatement that are applicable to the Contractor's proposed operation and the requirements imposed by those laws, regulations, and permits. Permits obtained by the Contractor shall be attached to, and specific conditions included in the Environmental Protection Plan.

1.5.2 Spill Control Plan

The Contractor shall include as part of the Environmental Protection Plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

- a. The name of the individual who will be responsible for implementing and supervising the containment and cleanup.
- b. Training requirements for Contractor's personnel and methods of accomplishing the training.
- c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s)

identified.

d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

e. The methods and procedures to be used for expeditious contaminant cleanup.

f. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

1.5.3 Recycling and Waste Minimization Plan

The Contractor shall submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. The plan shall detail the Contractor's actions to comply with the following recycling and waste minimization requirements:

a. The Contractor shall participate in State and local government sponsored recycling programs to reduce the volume of solid waste materials at the source.

b. The Contractor shall collect glass bottles, aluminum cans, and paper at the job site for recycling.

1.5.4 Contaminant Prevention Plan

As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

1.5.5 Debris Management Plan

As a part of the Environmental Protection Plan, the Contractor shall prepare a Debris Management Plan to prevent disposal of solid debris at disposal sites. The Debris Management Plan shall include sources and expected types of debris, debris separation and retrieval methods, and debris disposal methods.

1.5.6 Construction Trip Management Plan

If supply of quarry stone is by land, the Contractor shall include, as part

of the Environmental Protection Plan, a Construction Trip Management Plan. The plan shall include all haul routes, hours of operation, size, type, and number of trucks, and any other pertinent information.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

3.1.1 U.S. Department of Agriculture (USDA) Quarantine Considerations

Prior to arrival at the job site, the Contractor shall thoroughly clean all construction equipment in a manner that ensures all residual soil is removed and that barnacles, mussels, vegetation, and egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

3.1.2 Soil Disposal Areas on Government Property

Material disposal on Government property shall be disposed only in those areas designated on the contract drawings. Hazardous, toxic, and radiological wastes (HTRW) shall not be disposed of on Government property.

Disposal operations shall be managed and controlled to prevent erosion of soil or sediment from entering nearby waters or wetlands. Disposal operations shall be developed and managed in accordance with the grading plan shown on the drawings or as approved by the Contracting Officer.

3.1.3 Disposal of Solid Wastes

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials (including trash and debris excavated from the work area but excluding clearing debris and hazardous waste as defined in the following paragraphs). Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination. The Contractor shall transport all solid waste off Government property and dispose in compliance with Federal, State, and Local requirements. Solid waste shall be removed from Navy property on a daily basis.

3.1.4 Clearing Debris

Clearing debris is excavated natural materials (e.g. sediment and rock). The Contractor shall dispose any natural materials as shown in the plans.

3.1.5 Disposal of Contractor Generated Hazardous Wastes

Hazardous wastes are hazardous substances as defined in 40 CFR 261, or as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements.

The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe

covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from Government property within 60 days. Hazardous waste shall not be dumped onto the ground, into the ocean or harbor, into open water courses, or into storm sewers or the sanitary sewer system.

3.1.6 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

3.2 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

3.2.1 Known Historic, Archaeological, and Cultural Resources

There are no known historic, archaeological, and cultural resources within the Contractor's work area.

3.2.2 Discovered Historic, Archaeological, and Cultural Resources

If during construction activities, items are observed that may have historic or archaeological value (e.g., Native American human remains or associated objects are discovered), such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources until the requirements of 36 CFR 800.13(b), *Discoveries without prior planning*, are met. The Contractor shall prevent his employees from trespassing on, removing, or otherwise disturbing such resources.

3.3 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

No formal water quality monitoring is required for this project; however, during the excavation phase of the project, if tidal or current conditions are such that turbidity extends considerably beyond the point of excavation or disposal, the Contractor shall discontinue such operations until such conditions subside.

3.3.1 Floating Debris

During the performance of the work, the Contractor shall institute and enforce procedures to prevent spills and floating debris from fouling the harbor waters, open ocean waters, and beaches. Should these procedures fail, the Contractor shall promptly clean up all spills and debris. At the end of each work shift, loose materials on adjoining structures and debris in the water and on the beach shall be removed by the Contractor and

disposed of off site.

3.3.2 Other Discharges

Should the Contractor lose, dump, throw overboard, sink or misplace material, plant, machinery appliance, or cause pollution of the waters, the Contractor shall give immediate notice to the Contracting Officer and, if required shall boom, buoy or otherwise mark the location of the incident until the obstruction or pollution problem is removed. Should the Contractor refuse, neglect or delay compliance with these requirements, the necessary removal and cleanup may be deducted from the monies due or to become due to the Contractor.

3.3.3 Boundaries

All excavation (if applicable) and fill activities (rock placement) shall remain within the boundaries specified in the plans. There shall be no dumping of fill or excavated material outside of the project area or within any adjacent aquatic community.

3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

The contractor shall not harass, kill, collect, or intentionally harm any species of wildlife, fish, or invertebrate.

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife including, but not limited to threatened and endangered species, marine mammals, essential fish habitat, invertebrates, and kelp, if present. Endangered or protected species known to frequent the project area include:

California least tern (Endangered). Nesting season is 01 April through 30 September. The nearest nesting site is about 1.6 km (1 mile) downcoast, but foraging may occur in the project vicinity.

California brown pelican (Endangered) Non-breeding individuals occur in the project vicinity year-round and may occasionally roost on the jetties.

California grunion (State Protected). Spawning season is 01 March through 15 September. No suitable habitat for this species occurs in the project area under existing conditions.

3.4.1 Marine Mammals and Waterfowl

Personnel shall not harass any marine mammals or waterfowl.

3.4.2 Dead or Injured Wildlife

The Contractor shall report any incidental take (dead or injured fish or wildlife) immediately to the Contracting Officer. The Contracting Officer shall consult with U.S. Fish and Wildlife Service immediately in the event of incidental take in the form of accidental direct mortality or injury of a California least tern, California brown pelican, or marine mammal.

Operations may be stopped if it is suspected that the impact of the taking causes an irreversible and adverse impact on the species.

3.4.3 Birds of Prey

To avoid creating a perch for birds of prey, the Contractor shall lower the boom of the crane while machinery is idle and unattended. Alternatively, the Contractor may fit the end of the crane with anti-perching material such as "Nixalite".

3.5 PROTECTION OF AIR RESOURCES

3.5.1 Construction Activities

Special management techniques as set out below shall be implemented to control air pollution by the construction activities. These techniques supplement the requirements of Federal, State, and local laws and regulations, and the safety requirements under this Contract. If any of the following techniques conflict with the requirements of Federal, State, or local laws or regulations, or safety requirements under this contract, then those requirements shall be followed in lieu of the following.

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources.

3.5.2 Compliance with Air Quality Standards

Reference is made to the Contract Clause: PERMITS AND RESPONSIBILITIES. The Contractor shall obtain a Permit to Operate from the California Air Resources Board (CARB) and/or the Ventura County Air Pollution Control District (VCAPCD) prior to commencement of work, pay all associated fees, and follow all permit requirements. Point of contact for VCAPCD is Mr. Dick Roach, (805) 645-1427. The Contractor should schedule suitable time to acquire appropriate CARB and/or VCAPCD permits, waivers or credits.

All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the California Air resources Board (CARB) or the Ventura County Air Pollution Control District permit requirements and all State and Federal emission and performance laws and standards.

Construction equipment and trucks (if used) shall be properly maintained to minimize release of diesel and hydrocarbon effluent into the atmosphere. The Contractor shall follow all air quality standards, including emissions, fuel use, and fuel consumption standards.

The Contractor shall use fuel subject to approval by CARB and/or the VCAPCD. The contractor shall also maintain daily logs of fuel consumption and/or operating hours, and Brake Horsepower usage of the equipment, as a basis for calculating air pollutant emissions, as required in the CARB or VCAPCD permit. These logs shall be made available to the Corps upon request.

The contractor shall water any unpaved access road (used to haul material

to the staging area) as needed to control excessive dust. Staging areas shall also be periodically watered and maintained to minimize fugitive dust.

The Contractor shall minimize activities and operations on unpaved areas, such as staging areas, to the extent feasible during high wind events to minimize fugitive dust.

3.6 NOISE

All internal combustion powered equipment shall be equipped with properly operating mufflers and kept in a proper state of tune to alleviate back-firing. Engines, if exposed, shall be fitted with protective shrouds to reduce motor noise. All portable and support equipment shall be located as far as possible from any sensitive areas.

Construction equipment and trucks, if used, shall be properly maintained and scheduled to minimize nuisance and unsafe noise effects to sensitive biological resources, residential areas, and recreation areas. Sensitive receptors, such as schools and hospitals, shall be avoided whenever possible.

The Contractor shall designate a disturbance coordinator responsible for responding to noise complaints. His/her name and telephone number shall be clearly posted at the construction site. It is the responsibility of the disturbance coordinator to respond to complaints, determine the cause, and implement measures to mitigate the impact.

Within sound range of residential zones, between the hours of 9:00 p.m. and 7:00 a.m. (9:00 a.m. on Sundays) construction activities shall not exceed city and county authorized noise limits. If noise exceeds threshold limits, and/or reasonable complaints are received from local residents, the contractor shall implement additional measures to reduce these impacts. Specific measures shall be identified in coordination with the Corps Contracting Officer and the local regulating agency.

Noise levels of the excavation and rockwork operation shall not exceed limits established by the City of Port Hueneme and Ventura County noise ordinances. City of Port Hueneme noise ordinance thresholds are 50 dB from 7 AM to 10 PM, and 45 dB between 10 PM and 7 AM in residential areas. In the port area, limits are 5 dB higher than residential areas. The Ventura County noise ordinance prohibits generation of audible noise within 50 ft of a residential area between 9 PM and 7 AM.

Between the hours of 6:00 p.m. and 7:00 a.m. (9:00 a.m. on Sundays), trucks shall not idle for more than five minutes in residential areas.

3.7 PROTECTION OF LAND RESOURCES

The Contractor shall provide maximum public access to roads, streets, and highways that might be utilized for hauling and construction. If construction materials are supplied by land, haul trucks shall remain on designated truck routes or other designated haul routes as specified by local jurisdictions and the Navy. Truck traffic in heavily traveled public

roads shall be limited, to the extent possible, to off-peak commute periods.

In the event of land-based supply of materials, the contractor shall obtain appropriate clearances from local law enforcement agencies and the California Department of Transportation for over-sized or over-weight loads.

The contractor shall remove any construction-related debris from public areas as soon as practicable, usually within 24 hours. The contractor shall remove all debris from the construction area and staging area upon completion of the project.

The Contractor shall not park any vehicles in the "La Jenelle" parking lot at the southeastern end of Silver Strand Beach. The Contractor shall not block or impede public access to Silver Strand Beach or other public recreation areas. The Contractor shall implement appropriate security measures to prevent public access to the work area(s).

3.8 INSPECTION

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall inform the Contracting Officer of proposed corrective action and take such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

3.9 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all construction pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular pollutant.

3.10 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel prior to the start of construction operations and monthly thereafter. The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items to be discussed shall include recognition and protection of archaeological sites and artifacts, as well as protection of any threatened or endangered species, marine mammals, and seabirds.

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SECTION 01415

METRIC MEASUREMENTS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM E 380	(1993) Practice for Use of the International System of Units (SI)
ASTM E 621	(1994) Practice for Use of Metric (SI) Units in Building Design and Construction

1.2 GENERAL

This project includes metric units of measurements. The metric units used are the International System of Units (SI) developed and maintained by the General Conference on Weights and Measures (CGPM); the name International System of Units and the international abbreviation SI were adopted by the 11th CGPM in 1960. A number of circumstances require that both metric SI units and English inch-pound (I-P) units be included in a section of the specifications. When both metric and I-P measurements are included, the section may contain measurements for products that are manufactured to I-P dimensions and then expressed in mathematically converted metric value (soft metric) or, it may contain measurements for products that are manufactured to an industry recognized rounded metric (hard metric) dimensions but are allowed to be substituted by I-P products to comply with the law. Dual measurements are also included to indicate industry and/or Government standards, test values or other controlling factors, such as the code requirements where I-P values are needed for clarity or to trace back to the referenced standards, test values or codes.

1.3 USE OF MEASUREMENTS

Measurements shall be either in SI or I-P units as indicated, except for soft metric measurements or as otherwise authorized. When only SI or I-P measurements are specified for a product, the product shall be procured in the specified units (SI or I-P) unless otherwise authorized by the Contracting Officer. The Contractor shall be responsible for all associated labor and materials when authorized to substitute one system of units for another and for the final assembly and performance of the specified work and/or products.

1.3.1 Hard Metric

A hard metric measurement is indicated by an SI value with no expressed correlation to an I-P value, i.e., where an SI value is not an exact mathematical conversion of an I-P value, such as the use of 100 mm in lieu of 4 inches. Hard metric measurements are often used for field data such as distance from one point to another or distance above the floor. Products are considered to be hard metric when they are manufactured to metric dimensions or have an industry recognized metric designation.

1.3.2 Soft Metric

- a. A soft metric measurement is indicated by an SI value which is a mathematical conversion of the I-P value shown in parentheses (e.g. 38.1 mm (1-1/2 inches)). Soft metric measurements are used for measurements pertaining to products, test values, and other situations where the I-P units are the standard for manufacture, verification, or other controlling factor. The I-P value shall govern while the metric measurement is provided for information.
- b. A soft metric measurement is also indicated for products that are manufactured in industry designated metric dimensions but are required by law to allow substitute I-P products. These measurements are indicated by a manufacturing hard metric product dimension followed by the substitute I-P equivalent value in parentheses (e.g., 190 x 190 x 390 mm (7-5/8 x 7-5/8 x 15-5/8 inches)).

1.3.3 Neutral

A neutral measurement is indicated by an identifier which has no expressed relation to either an SI or an I-P value (e.g., American Wire Gage (AWG) which indicates thickness but in itself is neither SI nor I-P).

1.4 COORDINATION

Discrepancies, such as mismatches or product unavailability, arising from use of both metric and non-metric measurements and discrepancies between the measurements in the specifications and the measurements in the drawings shall be brought to the attention of the Contracting Officer for resolution.

1.5 RELATIONSHIP TO SUBMITTALS

Submittals for Government approval or for information only shall cover the SI or I-P products actually being furnished for the project. The Contractor shall submit the required drawings and calculations in the same units used in the contract documents describing the product or requirement unless otherwise instructed or approved. The Contractor shall use ASTM E 380 and ASTM E 621 as the basis for establishing metric measurements required to be used in submittals.

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SECTION 01451

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PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(1996) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
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ASTM E 329	(1995b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
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1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 15 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests

including documentation.

- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 15 calendar days prior to the Coordination Meeting.

During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 10 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil and rockwork. These individuals shall be directly employed by the prime Contractor and may not be employed by a supplier or sub-contractor on this project; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

Experience Matrix

	Area	Qualifications
a.	Civil	Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
b.	Rockwork	Experienced engineer or technician with 10 years of marine rock placement

Experience Matrix

Area	Qualifications
<hr/> <div>experience</div> <div>3.4.4 Additional Requirement</div>	
<div>In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". Information pertaining to this course can be obtained by contacting Emmanuel Molina at 213-452-3382.</div>	
3.4.5 Organizational Changes	
<div>The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.</div>	
3.5 SUBMITTALS AND DELIVERABLES	
<div>Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.</div>	
3.6 CONTROL	
<div>Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:</div>	
3.6.1 Preparatory Phase	
<div>This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:</div>	
<div>a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.</div>	
<div>b. A review of the contract drawings.</div>	
<div>c. A check to assure that all materials and/or equipment have been</div>	

tested, submitted, and approved.

- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the

safety plan and activity hazard analysis. Review the activity analysis with each worker.

- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.

- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$675.00 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers District Laboratory, f.o.b., at the following address:

For delivery by mail:
U.S. Army Corps of Engineers
ATTN: Soils Laboratory
645 North Durfee Avenue
El Monte, CA 91735-4399

For other deliveries:

U.S. Army Corps of Engineers
ATTN: Soils Laboratory
645 North Durfee Avenue
El Monte, CA 91735-4399

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected.

Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date

scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 48 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and

submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.12 CONTRACTOR PROJECT MANAGEMENT SYSTEM

3.12.1 General

The Contractor project Management System is included to assure adequate planning and execution of the work, to assist the Contracting Officer on appraising the reasonableness of the schedule, to evaluate progress of the work, and make progress payments, and to make decisions relative to time and/or cost adjustments which may result from changes in the work.

The management system is to be based on a computerized Network Analysis (Critical Path Method) operated by on-site personnel at terminals located in the Contractor's on-site office. On-site management shall be capable of using the system to address all project activities and resources on a real time interactive basis and be capable of rapidly evaluating alternative scenarios which will optimize project management. Evidence of technical expertise of on-site personnel with the proposed computerized Network Analysis System shall be submitted for Contracting Officer's approval prior to on-site work.

The Contractor shall resource load all work activities. As a minimum, resource loading shall identify equipment, management, skilled and unskilled labor requirements. The Contractor may at his option decide on greater detail for his own purposes, but if this option is elected, the system must be able to consolidate resources into the above defined categories for use by the Contracting Officer.

The Contractor shall incorporate any and all milestone and contract required events which may be specified elsewhere within these

specifications. Should milestone events be not specifically identified by the Government within these specifications, the Contractor shall identify at least five percent of the network activities and designate them as milestone activities.

The Contractor Project Management System is to be staffed and prepared pursuant of Contract Clause: SCHEDULE FOR CONSTRUCTION CONTRACTS, and Contract Clause: SUPERINTENDENT BY THE CONTRACTOR. In preparing this system the Contractor assume responsibility for conformance with contract requirements, planning, sequencing of work, and determining the construction means and methods.

3.12.2 Submission and Approval

The complete network system consisting of the detailed network mathematical analysis (including on-site manpower loading schedule) and network logic diagrams shall be submitted for approval within thirty (30) calendar days after receipt of Notice to Proceed. This shall be submitted in assembled hardcopy paper format and via 90 mm HD (3 1/2" High Density) floppy disk to allow restoring on Government Computers in accordance with the Corps of Engineers Standard Data Exchange Format as described in ER 1-1-11.

The Contractor shall participate in a review and evaluation of the proposed network logic diagrams and mathematical analysis by the Contracting Officer. Any revisions necessary as a result of this review shall be resubmitted for approval of the Contracting Officer within three (3) calendar days after the conference. The approved schedule shall be used by the Contractor for planning, organizing and directing the work, reporting progress, and requesting payment for work accomplished.

3.12.3 Network Modifications

In those cases where the contract performance is delayed due to causes beyond the control of the Contractor, and a time extension may be allowable under one or more of the Contract Clauses: CHANGES, or DIFFERING SITE CONDITIONS, or DEFAULT (FIXED PRICE CONSTRUCTION), or SUSPENSION OF WORK, or other applicable clauses, as a condition recedent to granting a time extension, the Contractor shall submit a time proposal in such format as to identify the specific subnet diagram and activities affected.

Change order proposals shall include description or listing of all proposed changes to the network, by activity, and demonstrate the effect on the contract required completion date. A complete list of activities changed and subnet of activities affected by the change shall be submitted.

Float or slack is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the NAS schedule. Float or slack is not time for the exclusive use or benefit of either the Government or the Contractor. Extensions of time for performance may be granted to the extent that equitable time adjustment for the activities affected exceed the total float or where otherwise justified, effect on contract completion can be shown. The contract completion date is fixed, and will be amended only if the modifications which include time are signed by the Contracting

Officer.

Rapid resolution of change orders and the granting of other time extensions where authorized by the Contracting Officer is a critical part of the overall management system. Implementation of all justified activity and logic changes shall be made and reflected on the next monthly update after approval of the Contracting Officer.

If, in the opinion of the Contracting Officer, the current schedule no longer accurately reflects the Contractor's real plan for accomplishing the work, or no longer reflects a viable way of finishing the work on schedule, the Contractor shall be directed to revise the schedule and submit it for approval within seven (7) calendar days of direction.

3.12.4 Logic Diagrams and Reports

3.12.4.1 Logic Diagrams

Logic diagrams shall show the order and interdependency of activities and sequence in which the work is to be accomplished as planned by the Contractor.

Detailed networks need not be timed scaled, but drafted to have a continuous flow from left to right, showing how the start of a given activity is dependent on the completion of preceding activities, and how its completion restricts the start of the following activities.

An assembled logic diagram of the complete project shall be submitted with the initial NAS, showing each activity's identifying numbers, duration and description, with the critical path easily identified. Updated assembled diagrams will be provided as required by logic changes (but not more frequently than the monthly update). The logic diagram shall be plotted on architectural size E paper.

In addition to the detailed schedule, a summary schedule shall be developed by the Contractor. The summary schedule shall consist of minimum thirty (30) activities and maximum of 100 activities, and be updated monthly.

3.12.4.2 Reports

After the network approval, the Contractor shall review and evaluate the actual progress with the Contracting Officer's representative on a weekly basis, and submit any updated weekly reports three (3) workdays after the meeting.

Three (3) weekly reports, selected from specific items of the menu will be required, for specified time window of the project (such as the next two weeks). These reports must be flexible in format, allowing generation of reports relating specifically to critical work areas, or areas of particular interest. The Government will identify the subject of the requested reports for the following week at a weekly review meeting. All activities involving the Government that affect progress will be coded to allow a separate report.

Monthly update reports will be submitted at midmonth showing status and actual start and finish dates of project activities, and will be capable of comparing the current status with the approved base schedule. Each monthly update report shall be uniquely identified and shall be stored on the Contractor's computer until the final pay estimate is processed. The content of the monthly update shall be flexible to show items listed in the menu. The midmonth report shall be used for partial payments.

A meeting shall be held three (3) workdays before the delivery of the midmonth report to discuss all input data. If the Contractor desires to make changes in his method of operation and scheduling, he shall clearly present the proposed changes.

A narrative report shall be submitted with midmonth report indicating current and anticipated problems, delaying factors, and conditions that are impacting the Contractor's work effort. An analysis showing the reasons for the delay/gain and their impact upon the current schedule shall be included. When it is apparent the scheduled milestone(s) and completion date(s) will not be met, the Contractor shall propose specific methods he intends to implement to bring the project back on schedule at no cost to the Government. Such measure may include but are not limited to:

- a. Increasing construction manpower in such quantities and crafts as will substantially eliminate the backlog of work effort.

- b. Increasing the number of working hours per shift; shifts per workday; workdays per week; the amount of construction equipment; or any combination thereof.

- c. Rescheduling of activities to achieve maximum practical concurrence of work shifts.

The Contractor shall implement such procedures as may be necessary for the active participation by his subcontractors in preparing and updating the schedule. Subcontractors shall be provided with schedules which identify the interfaces of their work with the work of others. At minimum, the Contractor shall provide bar graphs to each major subcontractor showing activity times with plots on an Early Start basis. Copies of these schedules shall also be provided to the Contracting Officer. The relationship between subcontractor and interdependency or work shall be managed by the Contractor. When these interdependencies are violated or impaired, the Contractor shall identify the problem, resolve it, and provide the information to the Contracting Officer as part of the monthly report.

3.12.5 Payment Requests

The monthly update report shall be used as a basis for the monthly partial pay estimate. The report will state the cost, actual percent complete, and current value of partially completed or completed work. Subtotals from subnets representing separate areas of construction will be given, along with a grand dollar value of work completed for the project.

The first payment shall not be made until the Network Analysis Schedule has

been approved by the Contracting Officer. If, in the judgment of the Contracting Officer, the Contractor fails or refuses to provide an approved schedule and other progress or input data specified, the Contractor shall be deemed not to have provided the required information upon which progress payments may be made, and no payment request will be honored.

Activities submitted for payment shall be based on the approved network activities and monetary amount. No payment shall be made for activities conducted in deviation of the approved logic.

Payment for activities conducted when previously dependent activities have not been completed or accepted due to quality defects shall be restricted at the discretion of the Contracting Officer, and may be the basis for a resubmittal of the logic diagram.

3.13 IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SYSTEM

The Contractor shall utilize a Government furnished CQC Programming Module (A computerized executable file which is DOS based and operates on a minimum of 80386 IBM compatible computers). The Module includes a Daily CQC Reporting System form which must also be used. This form may be in addition to other Contractor desired reporting forms. However, all other such reporting forms shall be consolidated into this one Government specified Daily CQC Report Form. The Contractor will also be required to complete Government-Furnished Module elements which includes, but is not limited to, Prime Contractor staffing; letter codes; planned cumulative progress earnings; subcontractor information showing trade, name, address, point-of-contact, and insurance expiration dates; definable features of work; pay activity and activity information; required Quality Control tests tied to specific specification paragraphs and contractor activities; Installed Property Listing, Transfer Property Listing and submittal information relating to individual activities; planned User Schooling tied to specification section, description, activity number, review period and expected procurement period. The sum of all activity values shall equal the contract amount, and all Bid Items, Options and Additives shall be separately identified, in accordance with the "Bidding Schedule". Bid Items may include multiple Activities, but Activities may only be assigned to one such Bid Item. This Module shall be completed to the satisfaction of the Contracting Officer prior to any contract payment (except for Bonds, Insurance and/or Mobilization, as approved by the Contracting Officer) and shall be updated as required.

During the course of the contract, the Contractor will receive various Quality Assurance comments from the Government that will reflect corrections needed to Contractor activities or reflect outstanding or future items needing the attention of the Contractor. The Contractor will acknowledge receipt of these comments by specific number reference on his Daily CQC Report and will also reflect on his Daily CQC Report when these items are specifically completed or corrected to permit Government verification.

The Contractor's schedule system shall include, as specific and separate activities, all Preparatory Phase Meetings (inspections); all O&M Manuals; and all Test Plans of Electrical and Mechanical Equipment or Systems that

require validation testing or instructions to Government Representatives.

-- End of Section --